

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

PHILADELPHIA INDEMNITY INSURANCE
COMPANY

No.: 3:25-cv-05332-BAT

Plaintiff,

v.

DEFENDANT THURSTON
COUNTY'S ANSWER AND
AFFIRMATIVE DEFENSES

COMMUNITY ACTION COUNCIL OF LEWIS,
MASON, AND THURSTON COUNTIES, a
Washington non-profit corporation, and
THURSTON COUNTY, a governmental entity and
political subdivision,

Defendants.

TO: Clerk of the above-entitled Court

AND TO: Westin T. McLean, Bullivant Houser Bailey, attorney for Plaintiff.

AND TO: Community Action Council of Lewis, Mason and Thurston Counties,
3020 Willamette Dr NE, Lacey, WA 98516

I. THE PARTIES

1.1. Thurston County is without knowledge or information sufficient to form a basis upon which to answer and therefore denies the same.

1.2. Thurston County is without knowledge or information sufficient to form a basis upon which to answer and therefore denies the same.

1 1.3. Answering Paragraph 1.3 of Plaintiff's Complaint, upon information and belief,
2 Thurston County admits the same.

3 **II. JURISDICTION AND VENUE**

4 2.1. Thurston County admits that the amount in controversy exceeds \$75,000, but lacks
5 knowledge or information sufficient to admit diversity and therefore denies same.

6 2.2. Paragraph 2.2 calls for a legal conclusion, to which an answer is not required, to the
7 extent a response is required, Thurston County denies the same.

8 **III. FACTS**

9 3.1. Thurston County incorporates by reference its answers to paragraphs 1.1 through 2.2.

10 3.2. Paragraph 2.2 consists of Plaintiff's characterization of its own lawsuit, to which an
11 answer is not required; to the extent that a response is required, Thurston County denies the same.

12 **A. The Underlying Claim**

13 3.3. Thurston County admits that it sent the letter referenced in Paragraph 3.3, which
14 requested payment of \$251,835.49 by Community Action Counsel (hereinafter, "CAC"). To the
15 extent that Paragraph 3.3 characterizes Plaintiff's lawsuit, no answer is required.

16 3.4. Answering Paragraph 3.4 of Plaintiff's Complaint, upon information and belief,
17 Thurston County admits the same.

18 3.5. Answering Paragraph 3.5 of Plaintiff's Complaint, upon information and belief,
19 Thurston County admits the same.

20 3.6. Answering Paragraph 3.5 of Plaintiff's Complaint, upon information and belief,
21 Thurston County admits the same.

22 3.7. Thurston County denies that it suspended contracts with CAC on February 23, 2022.
23 By way of further answer and clarification, the County submits that certain contracts with CAC were
suspended on February 24, 2022. The County further denies that CAC subsequently terminated those
contracts. By way of further answer and clarification, the County submits that CAC indicated on
March 29, 2022, that it may later seek to terminate certain contracts, but on information and belief,
the County did not subsequently receive notice of such a termination. By way of further Answer, the
County admits that CAC has at times denied that fraud occurred.

3.8. Answering Paragraph 3.8 of Plaintiff's Complaint, upon information and belief,
Thurston County admits the same.

1 3.9. Answering Paragraph 3.9 of Plaintiff's Complaint, upon information and belief,
2 Thurston County admits the same.

3 3.10. Answering Paragraph 3.10 of Plaintiff's Complaint, upon information and belief,
4 Thurston County admits the same.

5 3.11. Thurston County is without knowledge or information sufficient to form a basis upon
6 which to answer and therefore denies the same; to the extent that a response is required, Thurston
7 County denies the same.

8 3.12. Thurston County is without knowledge or information sufficient to form a basis upon
9 which to answer and therefore denies the same; to the extent that a response is required, Thurston
10 County denies the same.

11 **B. The Package Policies**

12 3.13. Thurston County does not have a certified copy of the policies in question, and is
13 therefore without knowledge or information sufficient to form a basis upon which to answer and
14 therefore denies the same.

15 3.14. Thurston County does not have a certified copy of the policies in question, and is
16 therefore without knowledge or information sufficient to form a basis upon which to answer and
17 therefore denies the same.

18 3.15. Thurston County does not have a certified copy of the policies in question, and is
19 therefore without knowledge or information sufficient to form a basis upon which to answer and
20 therefore denies the same.

21 3.16. Thurston County does not have a certified copy of the policies in question, and is
22 therefore without knowledge or information sufficient to form a basis upon which to answer and
23 therefore denies the same.

 3.17. Thurston County does not have a certified copy of the policies in question, and is
 therefore without knowledge or information sufficient to form a basis upon which to answer and
 therefore denies the same.

 3.18. Thurston County does not have a certified copy of the policies in question, and is
 therefore without knowledge or information sufficient to form a basis upon which to answer and
 therefore denies the same.

1 3.19. Thurston County does not have a certified copy of the policies in question, and is
2 therefore without knowledge or information sufficient to form a basis upon which to answer and
therefore denies the same.

3 3.20. Thurston County does not have a certified copy of the policies in question, and is
4 therefore without knowledge or information sufficient to form a basis upon which to answer and
5 therefore denies the same.

6 **C. The FPF Policy**

7 3.21. Thurston County does not have a certified copy of the policies in question, and is
therefore without knowledge or information sufficient to form a basis upon which to answer and
8 therefore denies the same.

9 3.22. Thurston County does not have a certified copy of the policies in question, and is
therefore without knowledge or information sufficient to form a basis upon which to answer and
10 therefore denies the same.

11 3.23. Thurston County does not have a certified copy of the policies in question, and is
therefore without knowledge or information sufficient to form a basis upon which to answer and
12 therefore denies the same.

13 3.24. Thurston County does not have a certified copy of the policies in question, and is
therefore without knowledge or information sufficient to form a basis upon which to answer and
14 therefore denies the same.

15 3.25. Thurston County does not have a certified copy of the policies in question, and is
therefore without knowledge or information sufficient to form a basis upon which to answer and
16 therefore denies the same.

17 3.26. Thurston County does not have a certified copy of the policies in question, and is
therefore without knowledge or information sufficient to form a basis upon which to answer and
18 therefore denies the same.

19 3.27. Thurston County does not have a certified copy of the policies in question, and is
therefore without knowledge or information sufficient to form a basis upon which to answer and
20 therefore denies the same.

21 **D. PIIC agreed to defend CAC, but reserved its rights.**

22 3.28. Thurston County is without knowledge or information sufficient to form a basis upon
23 which to answer and therefore denies the same.

1 3.29. Thurston County is without knowledge or information sufficient to form a basis upon
2 which to answer and therefore denies the same.

3 3.30. Thurston County is without knowledge or information sufficient to form a basis upon
4 which to answer and therefore denies the same.

4 **IV. ACTUAL CASES AND CONTROVERTIES UNDER THE POLICIES**

5 4.1. Thurston County incorporates by reference its answers to Paragraphs 1.1 through
6 3.30.

7 4.2. Paragraph 4.2 calls for a legal conclusion, to which an answer is not required; to the
8 extent that a response is required, Thurston County denies the same.

9 4.3. Paragraph 4.3 calls for a legal conclusion, to which an answer is not required; to the
10 extent that a response is required, Thurston County denies the same.

11 4.4. Paragraph 4.4 calls for a legal conclusion, to which an answer is not required; to the
12 extent that a response is required, Thurston County denies the same.

13 4.5. Paragraph 4.5 calls for a legal conclusion, to which an answer is not required; to the
14 extent that a response is required, Thurston County denies the same.

15 4.6. Paragraph 4.6 calls for a legal conclusion, to which an answer is not required; to the
16 extent that a response is required, Thurston County denies the same.

17 4.7. Paragraph 4.7 calls for a legal conclusion, to which an answer is not required; to the
18 extent that a response is required, Thurston County denies the same.

19 4.8. Paragraph 4.8 calls for a legal conclusion, to which an answer is not required; to the
20 extent that a response is required, Thurston County denies the same.

21 4.9. Paragraph 4.9 calls for a legal conclusion, to which an answer is not required; to the
22 extent that a response is required, Thurston County denies the same.

23 4.10. Paragraph 4.10 calls for a legal conclusion, to which an answer is not required; to the
// extent that a response is required, Thurston County denies the same.

4.11. Paragraph 4.11 calls for a legal conclusion, to which an answer is not required; to the
extent that a response is required, Thurston County denies the same.

4.12. Paragraph 4.12 calls for a legal conclusion, to which an answer is not required; to the
extent that a response is required, Thurston County denies the same.

1 **V. CLAIM FOR DECLARATORY RELIEF**

2 5.1. Thurston County incorporates its answers to paragraphs 1.1 through 4.12.

3 5.2. Answering Paragraph 5.2 of Plaintiff's Complaint, Thurston County denies the same.

4 **VI. PRAYER FOR RELIEF**

5 6.1. Answering Paragraph 6.1 of Plaintiff's Complaint, Thurston County denies the same.

6 6.2. Answering Paragraph 6.2 of Plaintiff's Complaint, Thurston County denies the same.

7 6.3. Answering Paragraph 6.3 of Plaintiff's Complaint, Thurston County denies the same.

8 **VII. AFFIRMATIVE DEFENSES**

9 By way of FURTHER ANSWER and AFFIRMATIVE DEFENSES, without waiving any
unasserted, the County alleges:

10 7.1. **FIRST DEFENSE:** The Complaint fails to state a claim upon which relief can be
11 granted.

12 7.2. **SECOND DEFENSE:** The Complaint is barred by the doctrines of estoppel, laches,
and/or waiver.

13 7.3. **THIRD DEFENSE:** The Complaint is barred due to the absence of any legitimate
14 controversy.

15 7.4. **FOURTH DEFENSE:** There may be a lack of jurisdiction over the subject matter,
lack of personal jurisdiction over this Defendant, and/or venue is improper.

16 7.5. **FIFTH DEFENSE:** Plaintiff lacks standing to assert the claims or raise the issues in
17 the Complaint.

18 7.6. **SIXTH DEFENSE:** Upon information and belief, and in order to avoid a waiver of
19 certain defenses, this Defendant states that the Complaint should be dismissed because diversity or
jurisdiction does not exist between the proper party Plaintiff and Defendants.

20 **WHEREFORE,** Defendant Thurston County denies that Plaintiff is entitled to any of the
21 relief it seeks, and respectfully requests:

22 1. That this Court enter judgment in favor of Defendant Thurston County on all claims
23 for declaratory judgment asserted in the Complaint, with all costs against Plaintiffs;

CERTIFICATE OF SERVICE

I certify that I caused a copy of the foregoing document to be served on all parties or their counsel of record as indicated below:

Counsel for Plaintiffs:

Westin T. McLean
BULLIVANT HOUSER BAILEY
925 FOURTH AVE, STE 3800
SEATTLE, WA 98104
Email: westin.mclean@bullivant.com

- ☒ Electronic Mail via PACER
☐ US Mail, postage prepaid
☐ Process Server
☐ Service Waived

**Defendant Community Action Council
of Lewis, Mason and Thurston
Counties:**

Community Action Council of Lewis,
Mason and Thurston Counties
3020 Willamette Dr NE
Lacey, WA 98516

- ☐ Electronic Mail
☒ US Certified Mail, postage prepaid
☐ Process Server
☐ Service Waived

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 29th day of July 2025.


Erika Summers, Paralegal